Permit #F00137319

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00137319 **Type of Permit:** FILMING **Release Date:** 05/03/2018

Production Company GENSLER

Insured Company Name GENSLER
Contact Phone No. 1 213-249-8867
Contact Phone No. 2
Fax
Address 500 SOUTH FIGUEROA STREET
LOS ANGELES, California 90071

Production Title ESTABLISHING LA

Type of Production Industrial Video

Producer Allison Wong

Director Shamus Halkowich

1st AD na na

Production Manager Allison Wong

FilmL.A. Coordinator Brian Palmert

Location Manager Shamus Halkowich
Primary Phone Mobile - 310-403-7209
Secondary Phone

Location Assistant Allison Wong
Primary Phone Mobile - 408.772.4666
Secondary Phone

Fees

FILMLA NON-REFUNDABLE FILM APPLICATION FEE	$660.00
LA CITY FIRE SAFETY OFFICER	$850.00
LA CITY FIRE DEPARTMENT SPOT CHECK SURCHARGE	$85.00
LAX ADMINISTRATIVE FEE	$124.00
LAX AIRPORT SUPERINTENDENT	$788.00
LAX AUTOMOBILE PARKING	$10.00
LAX LAWA VEHICLE	$24.00

Total Permit Fee $2,541.00

Number of Locations 4

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Summary Information — Location

Permit Number	F00137319	**Location Manager**	Shamus Halkowich
Production Company	GENSLER	Primary Phone	Mobile - 310-403-7209
Insured Company	GENSLER	Secondary Phone	
Production Title	ESTABLISHING LA		

Location Address 1 World Way, Los Angeles, CA, 90045

Location Name LAX - LOS ANGELES INTERNATIONAL AIRPORT

Location Type Airport

Film Dates 5/4/2018 - 5/4/2018 08:00 - 12:00 1 day
5/10/2018 - 5/10/2018 12:00 - 16:00 1 day

Open or Closed to the Public Open

Generic Conditions *LAFD UFSO: Company must contact FilmL.A. for extension of the Uniformed Fire Safety Officers' hours. During normal business hours, UFSO must also inform the LAFD Film desk of the extension.
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
No cast or crew parking on area streets
No interference with vehicular or pedestrian traffic

Please see attached documents LAWA LOI Gensler.pdf
LAX permit contract - Signed - 137319.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	3

Personnel on Location

Type	Quantity
Cast	5
Crew	4
LA City UFSO assigned	42640

Filming Activities Camera in car; Camera on sticks; Equipment on property; Equipment on sidewalk only.; Exterior establishing shots; Exterior models against scenery; Exterior motion without sound; Handheld equipment; Interior and exterior motion without sound; Interior models against scenery;

Jurisdiction **Political:** Los Angeles City - Council District 11 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

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Summary Information — Location

Permit Number	F00137319	**Location Manager**	Shamus Halkowich
Production Company	GENSLER	Primary Phone	Mobile - 310-403-7209
Insured Company	GENSLER	Secondary Phone	
Production Title	ESTABLISHING LA		

Approvals	LOS ANGELES CITY FIRE DEPARTMENT - FILM UNIT	Kanisha Leonard
	LOS ANGELES CITY POLICE DEPARTMENT	Gabriel Aleman
	LOS ANGELES INTERNATIONAL AIRPORT (LAX)	John Weatherburn

Coordinator Note
1 UFSO REQUIRED ON 5/4 FROM 0800HRS TO 1200HRS (4HR MIN)
1 UFSO REQUIRED ON 5/10 FROM 1200HRS TO 1600HRS (4HR MIN)

Parking

Base Camp
Location Type : Filming Location

Parking Notes
we will just have 2 crew vehicles.

Crew Parking
Location Type : Filming Location

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Summary Information — Location

Permit Number	F00137319	**Location Manager**	Shamus Halkowich
Production Company	GENSLER	Primary Phone	Mobile - 310-403-7209
Insured Company	GENSLER	Secondary Phone	
Production Title	ESTABLISHING LA		

Location Address 10 Fwy, 101 Fwy, 110 Fwy, Alameda St, Inclusive (EXCLUDING FREEWAYS/HIGHWAYS, THE OLD BANK DISTRICT & CITY PARKS), Los Angeles, CA, 90012

Location Name DOWNTOWN LA GRID

Location Type Grid

Film Dates 5/4/2018 - 5/10/2018 00:00 - 00:00 7 days

Open or Closed to the Public Open

Generic Conditions
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping and setting up in residential areas before 7am or after 10pm without prior approval
No stopping or setting up in front of merchants or residents without prior approval

Please see attached document Downtown Filming Guildelines 2010.03.01.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	2

Personnel on Location

Type	Quantity
Cast	5
Crew	5

Filming Activities Camera in car; Camera on sticks; Driving shots with the flow of traffic; Exterior establishing shots; Exterior models against scenery; Exterior motion without sound;

Jurisdiction **Political:** Los Angeles City - Council District 14 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

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Location Notes Must Comply with Attached Downtown Conditions.

* THE OLD BANK DISTRICT IS THE AREA BOUNDED BY South Spring St., West

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Summary Information — Location

Permit Number	F00137319	**Location Manager**	Shamus Halkowich
Production Company	GENSLER	Primary Phone	Mobile - 310-403-7209
Insured Company	GENSLER	Secondary Phone	
Production Title	ESTABLISHING LA		

5th St., West 4th St., and Werdin Pl.
Stopping, setting-up and staging are not allowed within these boundaries.

May not interfere with filming activities of production companies in possession of location-specific permits, or with previously scheduled special events, or with existing construction projects.

A film permit does not grant a right to film artwork or trademarked properties, logos or other images. Consultation with legal counsel is recommended if artwork or trademarked properties, logos or images are filmed.

Approvals LOS ANGELES CITY POLICE DEPARTMENT — Melissa Hernandez

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

Parking Notes
We are starting and ending this day at LAX. A public lot at LAX will serve as our base camp.

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Summary Information — Location

Permit Number F00137319
Production Company GENSLER
Insured Company GENSLER
Production Title ESTABLISHING LA

Location Manager Shamus Halkowich
Primary Phone Mobile - 310-403-7209
Secondary Phone

Location Address Beverly Blvd, La Brea Ave, Franklin Ave, Western Ave (Inclusive, excluding State Hwys), Los Angeles, CA, 90028

Location Type Grid

Film Dates 5/4/2018 - 5/10/2018 08:00 - 19:30 7 days

Open or Closed to the Public Open

Generic Conditions
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping and setting up in residential areas before 7am or after 10pm without prior approval
No stopping or setting up in front of merchants or residents without prior approval

Equipment on Location

Type	Quantity
Cast/Crew vehicles	2

Personnel on Location

Type	Quantity
Cast	5
Crew	5

Filming Activities Camera in car; Camera on sticks; Driving shots with the flow of traffic; Equipment on sidewalk only.; Exterior models against scenery; Exterior motion without sound; Handheld equipment;

Jurisdiction **Political:** Los Angeles City - Council District 04 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

Approvals LOS ANGELES CITY POLICE DEPARTMENT Melissa Hernandez

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

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Summary Information — Location

Permit Number F00137319
Production Company GENSLER
Insured Company GENSLER
Production Title ESTABLISHING LA

Location Manager Shamus Halkowich
Primary Phone Mobile - 310-403-7209
Secondary Phone

Location Address Speedway., Rose Ave., Lincoln Blvd., Washington Blvd (Inclusive, excluding Abbot Kinney Blvd, Venice Canals, and LA City Parks, Venice, 90291

Location Type Grid

Film Dates 5/4/2018 - 5/10/2018 08:00 - 20:00 7 days

Open or Closed to the Public Open

Generic Conditions
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping and setting up in residential areas before 7am or after 10pm without prior approval
No stopping or setting up in front of merchants or residents without prior approval

Equipment on Location

Type	Quantity
Cast/Crew vehicles	2

Personnel on Location

Type	Quantity
Cast	5
Crew	5

Filming Activities Camera in car; Camera on sticks; Driving shots with the flow of traffic; Equipment on sidewalk only.; Exterior establishing shots; Exterior models against scenery; Exterior motion without sound;

Jurisdiction **Political:** Los Angeles City - Council District 11 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

Approvals LOS ANGELES CITY POLICE DEPARTMENT Melissa Hernandez

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

Permit #F00137319

500 South Figueroa
Los Angeles CA 90071
USA

Tel 213.327.3600
Fax 213.327.3601

Gensler

04/25/2018
REVISED 4/26

"Establishing LA"
Gensler
500 S Figueroa
Los Angeles, CA 90071

Los Angeles World Airports
LAX Film Office
7333 World Way West, Rm 311
Los Angeles, CA 90045

Dear Sir or Madam:

This is our letter of intent for our production activities on Friday, May 4th, and Thursday May 10, 2018. Hours of production activity will be: 5/4: 8:00 a.m. until 12:00 p.m; 5/10: 12:30pm until 4:30pm. We are interested in filming in the passenger areas of Delta Terminal 2 and 3, including the pre- and post-TSA security checkpoint. Passenger scenes will be filmed in documentary style and MOS. We will also conduct 3 interviews in the Sky Lounge area.

We are working on behalf of Delta Airlines, our client in this project.

All production company personnel and equipment will remain within the leasehold boundary at all times. Any lighting equipment will be positioned as to not adversely impact aircraft operations. Any direction given by the on-site Airport Operations representative to shut off, lower, or otherwise reposition the lights will be complied with immediately. Any elevated equipment (booms, cranes, lifts, etc.) will not be positioned higher than the nearest structure or allowed to penetrate any of the FAA Imaginary Surfaces. Any direction given by the on-site Airport Operations representative to lower or otherwise reposition the equipment will be complied with immediately.

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Requested Filming Activities/Scenes

EXT. TERMINAL 2/3
Filming actors in close-up passenger drop-off situations. Actors exit car, grab belongings and prepare to enter the terminal.

INT. TERMINAL 2/3 TICKETING AND DELTA ONE CHECK-IN
Filming actors close up interacting with ticketing kiosks and handling baggage.

INT. TERMINAL 2/3 POST-TSA RECOMPOSE AREA
Filming actors in close up having passed through security, putting shoes and belts back on, checking flight schedule, and proceeding to gate lounges.

INT. TERMINAL 2/3 CONCOURSE, GATE LOUNGE
Filming actors in close up walking to and arriving at gate lounge. Actors waiting at gate lounge.

INT. TERMINAL 2/3 DELTA SKY CLUB
Filming client interview in private space within Star Lounge.

ADDITIONAL INFORMATION
Cast + Crew: 10
Vehicle count for on airport property: Pass Van: 1, Personal vehicles: 2
We will park vehicles at LAWA preferred lot. All production equipment will be contained to a rolling cart, and all equipment can be run through TSA security check point.

PRODUCTION EQUIPMENT
RED Camera package
Pocket Jib
Portable LITE panel kit
Apple laptop, hard drive
Audio mixer and microphone kit

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PRODUCTION TIMELINE

5/4/18

8am	Arrival
8:30-9:30 am	Filming at T2/3 curbside and at ticketing
9:30-10:30 am	Filming at T2/3 Airside – post TSA recompose area, T2/T3 concourse and gatehouse, T2/T3 Delta Sky Club
10:30am – 11:30pm	Filming interviews in Delta Sky Club
12pm	Wrap

5/10/18

12:30pm	Arrival
1 – 3pm	Filming interviews in Delta Sky Club
3 – 4:00pm	Filming at T2/T3 concourse and gatehouse
4:00	Wrap

Sincerely,

Shamus Halkowich
Producer
Gensler
500 S Figueroa
Los Angeles, CA 90071

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CITY OF LOS ANGELES
DEPARTMENT OF AIRPORTS

FILM PERMIT

The Board of Airport Commissioners Resolution No. 18978 and Resolution No. 22979 authorize:

> The Executive Director, or designee, to issue permits for the use of all facilities under the control and jurisdiction of the Department of Airports for the purpose of taking motion pictures or still photographs for commercial use, subject to the approved terms and conditions specified by the Executive Director, or his/her designee.

Described below are the conditions, procedures, and policies governing obtaining and using a valid film permit with the City of Los Angeles, Department of Airports a.k.a. Los Angeles World Airports (hereinafter referred to as "LAWA").

1. All permits shall be issued by the Executive Director, or his/her designee (hereinafter collectively referred to as "Executive Director"), subject however, to the right of the Executive Director to specify which facilities/locations may be used, the hours during which the facilities/locations may be used, and to impose such conditions in each instance as are necessary to ensure that the operations approved shall not interfere with the integrity of the ongoing operations of aviation commerce related activities or the safety of such operations, nor unduly inconvenience the public using the terminal facilities. Notwithstanding the foregoing, Gensler (hereinafter referred to as "Production Company") use of the Los Angeles International Airport (hereinafter referred to as "LAX"), LA/Ontario International Airport (hereinafter referred to as "ONT"), Palmdale Regional Airport (hereinafter referred to as "PMD") and/or Van Nuys Airport (hereinafter referred to as "VNY) airport facilities shall take place at the dates and times to be agreed upon by the parties pursuant to good faith negotiations. LAWA acknowledges and agrees that it will undertake to make good faith efforts, consistent with its business necessities and security considerations, to provide Production Company with film permits providing access to the portions of LAX, ONT, PMD, and/or VNY (hereinafter referred to collectively as "Airport") requested by Production Company, on a schedule consistent with Production Company's production schedule. To the extent it is unable to do so at any particular time, LAWA shall endeavor to notify Production Company on a timely basis if it is unable to provide Production Company with such access with sufficient notice to Production Company to enable it to make other arrangements for a particular shoot or episode. LAWA acknowledges and understands that Production Company has relied on this promise of access in order to film Establishing LA (hereinafter referred to as "Program"). LAWA shall not withdraw or withhold such access or withhold any permit other than on emergency or security based grounds, or LAWA's sole discretion for a breach of this Agreement.

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2. Permits must be obtained by airport tenants (Airlines, Fixed Base Operators, Concessionaires, etc.) for all film/photographic/video production work being conducted on property leased at the Airport under the control and jurisdiction of LAWA.

3. Production activities shall not disrupt ongoing airport/airline operations.

4. Production Company is responsible for all Production Persons in attendance at the Airport filming location. The term Production Persons shall be defined as including, but not limited to the following: executive producer, producer, director, assistant director, cast, crew, agents, contractors, subcontractors, clients and invitees of the Production.

5. Production Persons must strictly confine themselves to the designated area which has been permitted/approved for production related activities.

6. Production Company shall make the script available to the Film Coordinator as follows: (i) the Film Coordinator will contact Production Company and will provide Production Company with dates and times that the Film Coordinator is available to read the script; provided, however, that the actual date and time that Production Company will make the script available will be in Production Company's reasonable discretion, taking into consideration Film Coordinator's request; (ii) Production Company will provide access to the script for a reasonable amount of time at LAWA; (iii) the Film Coordinator will be monitored by Production Company or Production Company's designee while the Film Coordinator is reading the script; and (iv) the Film Coordinator will not copy the script or any portion thereof, but the Film Coordinator may take general handwritten notes solely regarding Film Coordinator's concerns with respect to the safety of the Airport property, such as the presence of guns and animals on the Set, which such notes will be subject to review by Production Company or Production Company's designee before Film Coordinator leaves the script review location. In the event there are any material changes to the script, Production Company will provide the Film Coordinator with the pages of the script containing such material changes for review pursuant to the procedures set forth above. Notwithstanding the foregoing, the Film Coordinator acknowledges and agrees that the Film Coordinator will not directly or indirectly issue, or cause or permit the issuance of any publicity, press release, disclose any information, or other public disclosure regarding the script and/or Production Company's business or production methods. LAWA agrees that it does not have the right to any creative control over the content of the Program or any advertising or promotion for the Program.

7. Production Company shall provide in writing to the Film Coordinator, a 'letter of intent' containing the following information:

a) number of cast and crew/personnel, clients/invitees
b) production dates (specify prep, strike and filming)
c) arrival and departure hours

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d) number and type of production vehicles
e) items of equipment to be used, e.g. cranes, scissor lifts, etc.
f) lighting requests
g) identification and use of large, disruptive, and/or hazardous props, e.g. weapons, picture vehicles, etc.
h) aircraft (specify type and use)
i) special effects requests, e.g. rain/smoke, explosives, etc.
j) identification and use of animals
k) alteration requests, e.g. painting/sign removal, etc.
l) stunt requests

8. Production Company will be charged for the use, if any, of airport personnel, airport vehicles, production vehicle parking, and/or for any facility or location usage. An additional fifteen percent (15%) administration fee will be added to any charge for any of the aforesaid. The estimate of charges will be provided by the Film Coordinator to the Production Company prior to the production start date.

9. All payments for fees due LAWA, shall be made in advance, unless credit arrangements, satisfactory to the Executive Director, are made in advance. Deposits guaranteeing payment of fees and charges in an amount equivalent to one hundred twenty percent (120%) of the estimated charges will be required prior to production start. Excess deposits will be refunded upon completion of the billing process.

10. Cancellations or charges in production starting times which are made within twenty four (24) hours of the scheduled production date will cause the Production Company to be charged for Airport personnel assigned for the day of production in question.

11. The determination as to the necessity of the use of personnel of LAWA shall rest with the Executive Director whose decision shall be final and conclusive.

12. Production Company shall provide evidence of insurance, which is satisfactory to the Executive Director prior to entering upon Airport property for film/photographic/video/production/pre-production purposes. Insurance requirements are determined by the Executive Director and include where specified: Comprehensive General Liability, Excess/Umbrella Liability, Comprehensive Automobile Liability, Workers Compensation and Aviation/Aircraft Liability.

13. When activity is conducted in a security identification display area or any sterile area of the Airport, the Production Company must meet current Federal Aviation administration, Transportation Security Administration, and Airport security requirements.

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14. Production Company shall furnish the Executive Director with a complete written list of full legal names of all Production Persons who will be in attendance at the Airport location.

15. Each production person shall provide photo identification and submit to personal search if asked to do so by the Executive Director acting within applicable federal, state, and/or municipal statutes, codes, ordinances, and/or guidelines.

16. All production vehicles, including picture vehicles and private vehicles shall be subject to search.

17. All Production Persons are required to wear badges for identification purposes when not acting in a scene. These badges must be made to comply with specifications including but not limited to those size, color, material, etc., to be determined by the Executive Director.

18. Production Company shall provide and display disclaimer placards when directed to do so by the Executive Director.

19. In addition to the Insurance requirements herein, Production Company shall, to the fullest extent permitted by law, defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Production Company and/or Production Company's agents or employees) by reason of injury to, or death of, any person(s) (including Production Company and/or Production Company's agents or employees), or for damage to, or destruction of, any property (including property of Production Company and/or Production Company's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Production Company's activities at Airport, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees.

In addition, Production Company agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Production Company violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Production Company agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

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In Production Company's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

Production Company's indemnification and hold harmless of LAWA shall include Production Company's obligations under the Visual Artists' Rights Act of 1990 (as amended), 17 U.S.C. 106A, et seq., or California Code Section 980, et seq. (hereinafter collectively referred to as "VARA") for any items that may be covered thereunder that are located on or about the Airport, including, but not limited to, any murals at Airport and the lighted columns/pylons at the eastern ingress/egress to LAX. Production Company shall obtain such releases and waivers as required by the artist of any such items at Airport. Said releases and waivers shall be in full compliance with VARA and shall name City as a party for which the waiver applies.

The provisions of the indemnity and hold harmless provisions hereof shall survive the termination of this Permit.

20. Production activity involving special effects, stunts, props, property use and facility involving cast or other Production Persons, shall be kept away from public view at the discretion of the Executive Director.

21. No weapons/ammunition of any kind, either functional or non-functional, may be brought to Airport property without the permission of the Executive Director, such permission shall not be unreasonable withheld. Handling, usage and storage shall be determined by the Executive Director.

22. All special effects, stunts, lighting, props (including vehicles, aircraft and animals) and property use, shall be assessed on an individual basis. Permission for usage/employment shall be granted at the discretion of the Executive Director, or his/her designee. The time, place and manner of usage/handling shall be reasonably determined by the Executive Director.

23. No animals, other than professionally trained animals, which shall be under the supervision, handling, and care of a professional trainer/handler at all times, shall be brought onto Airport property without prior approval of the Executive Director.

24. All Fire Safety rules and regulations shall be adhered to by Production Company. Production Company shall contact the Fire Department jurisdictional representative specified for the particular filming location. Fire Department representative Information may be obtained from the Film Coordinator.

25. Smoking is prohibited in all restricted areas. Restricted areas include the Air Operations Area and buildings owned by LAWA.

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26. All cable shall be flown, unless otherwise specified.

27. No person shall drive or walk on the airfield unless under positive escort, or explicit permission is granted by the Executive Director.

28. No privately owned vehicles shall be allowed on the Air Operations Area.

29. Production vehicle curbside parking shall be limited to 'key' vehicles, e.g. camera truck. Key vehicles will be determined by the Executive Director. These vehicles must be attended at all times.

30. LAWA reserves the right to photograph, film or videotape production activity when taking place at facilities under its control. LAWA shall not film, photograph or videotape (hereinafter collectively referred to as "filming") while the Production Company is filming scenes without the permission of the Production Company.

31. Filming/photography/videotaping of the security screening areas or in the security screening areas, is prohibited.

32. LAWA acknowledges and agrees that (i) all rights of every kind in and to all photography and sound recordings made pursuant to the terms and conditions of this Permit, which may include the designation signs, directional signs, and/or welcoming signs (including the freestanding "Welcome to LAX" sign located at the entrance to LAX) on or about Airport that are owned by LAWA shall be solely owned in perpetuity by Production Company and its licensees, successor and assigns ("Successors") for use in the Program, in advertising and promotion of the Program in any media whatsoever, whether now known or as hereafter devised and/or developed; (ii) neither LAWA nor any tenant or other party now or hereafter having an interest in the Airport, nor any party claiming through or under any of the foregoing, shall have any interest or claim in any such rights.

33. Any alteration, relocation or removal of Airport property, i.e., painting, carpeting, set dressing, shall be done only with the permission of and under the supervision and direction of the Executive Director.

34. All production locations shall be left in, or restored to the original condition by the Production Company via the means and manner determined by the Executive Director, unless otherwise specified.

35. Production Company shall provide sufficient trash receptacles for filming location and remove same from Airport property. Film Coordinator or his/her designee shall inspect and approve the clean-up effort upon completion.

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36. Use of Airport equipment, electricity, water, and property (other than structures) e.g. escalators, baggage, carousels, etc., is prohibited without prior permission from the Film Coordinator.

37. Production Company directional signs placed along route to and from production location must be removed upon completion of production.

38. All Production Persons are required to be familiar with and obey the rules contained herein. Additionally, said Production Persons shall comply with the Airport security requirements in effect at the time of production.

39. Cooperation shall be given to all Federal Agencies.

40. The LOS ANGELES WORLD AIRPORTS appreciates being credited in commercial production projects whenever possible. Please identify in the following manner: PRODUCTION ASSISTANCE PROVIDED BY LOS ANGELES WORLD AIRPORTS.

41. Production permit may be terminated by the Executive Director for failure to comply with the above-mentioned conditions, procedures and policies. In the case of any failure to comply that does not pose a threat to the safety or security of the airport, or of disrupting its activities, or of violating FAA or other federal, state or municipal statutes and/or codes, Production Company shall be given written notice of such failure, and an opportunity to cure within twenty-hour (24) hours of receipt of such notification.

42. The breach, revocation, voiding, and/or cancellation of this Agreement shall not affect Production Company's rights under this paragraph with respect to photographs, films, and/or recordings already made. LAWA acknowledges and agrees that scenes filmed at Airport for use in the Program may be identified within the Program as taking place at LAX.

43. If any provision of this Agreement is determined to be void by any Court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other remaining provisions shall remain in full force and effect.

44. This Agreement shall be construed in accordance with the laws of the State of California. Venue shall lie in the appropriate U.S Federal or California Superior Court located in the County of Los Angeles. The prevailing party in any action to enforce its rights under this Agreement shall be entitled to costs of suit and reasonable attorneys' fees and costs.

45. Production Company shall, unless otherwise exempted in accordance with the provisions of the Ordinance, be subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as

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amended from time to time. Production Company agrees that during the term of this Permit, it will comply with the EBO. Production company agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

> "During the performance of a Contract with the City of Los Angeles, the Contractor/Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480."

46. Production Company agrees that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in any contract, transfer, use, occupancy, tenure, or enjoyment of the Airport or any operations or activities conducted on the Airport. Further, Production Company or any person claiming under or through Production Company shall not establish or contract any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of contractors, subcontractors, or vendees. Any assignment or transfer, which may be permitted under this Permit, shall also be subject to all provisions contained in Los Angeles City Administrative Code, Section 10.1, et al.

47. During the term of this Permit, Production Company agrees and obligates itself not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Production Company shall take affirmative action to insure that applicants for employment are treated, during the term of this Permit, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

48. If the total payments made under this Permit are One Thousand dollars ($1,000) or more, this provision shall apply. During the term of this Permit, Production Company agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), which is incorporated herein by this reference. The failure of Production Company to comply with the Equal Employment Practices provisions of this Permit may be deemed to be a material breach of this Permit. Upon a finding duly made that Production Company has failed to comply with the Equal Employment Practices provisions of this Permit, this Permit may be forthwith terminated, cancelled, or suspended.

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49. If the total payments made under this Permit are One Hundred Thousand Dollars ($100,000) or more, this provision shall apply. During the performance of this Permit, Production Company agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), which is incorporated herein by this reference. The failure of Production Company to comply with the Affirmative Action Program provisions of this Permit may be deemed to be a material breach of this Permit. Upon a finding duly made that Production Company has failed to comply with the Affirmative Action Program provisions of this Permit, this Permit may be forthwith terminated, cancelled, or suspended.

50. As applicable, Production Company agrees to comply with the First Source Hiring Program (hereinafter referred to as "FSHP"). The FSHP applies to Production Company conducting filming related activities at LAX only. The FSHP does apply to ONT, PMD, or VNY.

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The undersigned has read, understands and, on behalf of Production Company, agrees to comply with the foregoing conditions, rules and regulations contained herein. The undersigned represents to LAWA that he/she is authorized to sign on behalf of Production Company.

Name (Please Print) SHAMUS JAMES HALKOWICH

Title PRODUCER

Signature _____ Date 4/26/18

Project Title Establishing LA

Production Location LAX

Production Company Gensler

Address 500 S. FIGUEROA

City Los Angeles State/Zip Code 90071

Telephone 213 243 8867

Dated: _____

CITY OF LOS ANGELES
Department of Airports

By _____
(Signature)

_____
(Print Name)

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SPECIAL CONDITIONS FOR LOCATION FILMING IN DOWNTOWN LOS ANGELES
(Standard Filming Requirements continue to apply where not superseded below)

1. DEFINITION OF TERMS

a. Downtown Los Angeles, for the purposes of these conditions, shall be defined as the area North to South from the 101 Freeway to the 10 Freeway; East to West from the Los Angeles River to the 110 Freeway.

b. The Downtown Los Angeles Neighborhood Council boundaries (**DLANC boundaries**), for the purpose of these conditions, shall be defined as bordered on the North and East at the 101 Freeway from the 110 Freeway east to Los Angeles Street, south to 4th Street, east to Alameda Street, south to 7th Street, east to the Los Angeles River; on the South by the 10 Freeway from the 110 Freeway to the Los Angeles River; on the West by 110 Freeway from the 10 Freeway to the 101 Freeway. (This area is the same area as defined above as Downtown Los Angeles, but excludes the Little Tokyo and Arts District neighborhoods.)

c. Residential buildings shall be defined as any building with legal residential occupants (mixed-use, adaptive reuse, artist-in-residence (A.I.R.), SROs, residential hotels, condominiums and apartment buildings). DLANC will maintain an accurate and contemporary listing of all residential buildings showing a 100-foot radius from each building so as to identify any areas both inside and outside of that radius.

d. The Broadway Entertainment District (aka Broadway Theatre District), for the purposes of these Conditions, shall be defined north to south as Broadway from 3rd Street to Olympic Boulevard, and east to west from Frank Court to Lindley Place (aka St. Vincent Alley Court), or the equivalent mid-block point to either of these alleys where the alley is not present, including any theater loading facilities, defined as any public or private surface parking lot, parking garage, public street or curb area adjacent to, or utilized by, a theater. If, in the future, the City adopts an ordinance with regulations governing filming in this area, such regulations shall supersede these Filming Conditions.

e. The Old Bank District residential overlay, for the purposes of these Conditions, shall be defined as the area bound by South Spring St., West 5th St., West 4th St., and Werdin Pl.

2. FILMING STANDARD HOURS AND DAYS

a. Filming activity, or any production-related activity including but not limited to activities such as base camps, catering, generators, etc., within the **DLANC boundaries** is restricted to the hours of 6:00 a.m. to 11:00 p.m. within a 100-foot radius of any residential building. Filming activity in the **Broadway Entertainment District** is restricted to the hours of 6:00 a.m. to Midnight within a 50-foot radius of any residential building. **Old Bank District** is restricted to the hours of 7:00 a.m. to 10:00 p.m. within a 100-foot radius of any residential building**.** No extension of the standard filming hours for

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filming or any disruptive production-related activity shall be allowed until a signature survey has been properly submitted. Proof of signature surveys shall be made available to DLANC upon request.

b. No film permits may be issued along Main and Spring Streets from 2nd to 9th Streets, or on any block of 2nd through 9th Streets between Los Angeles and Spring during the Downtown Art Walk, currently held on the second Thursday of each month. Filming inside of private buildings or entirely on private property during this time is permitted so long as there are no external impacts.

c. No filming may be conducted in close proximity to major public events anywhere in Downtown Los Angeles as permitted by the LAPD, or identified with 30 days notice to the City's Designated Film Permit Contractor by DLANC. Film permits may be considered in light of major public events on a case-by-case basis so long as their issuance will not cause further disruption to Downtown businesses and residents during such events.

3. RESIDENTIAL AND MERCHANT PROTECTIONS IN THE DLANC BOUNDARIES

a. A film permit may include no more than 300 feet of curb lane per city block for the parking of film production vehicles, crew or equipment. Requests for additional amounts of curb lane shall require a signature survey. The **Broadway Entertainment District** is exempt from this restriction.

b. Production personnel (and equipment utilized by the production company) shall not block the sidewalk area in front of an open commercial business or a residential building, including residential patios, windows, doorways, or entryways, unless the production company has secured the permission of the merchant and/or property owner. Where the commercial business is one that is primarily open in the evening and nighttime hours, the production company, their cast and crew may not block the access to and signage of such establishment (as seen from the street), without permission of the merchant and/or property owner during the hours of operation of the business.

c. Customers, employees, residents, and guests of affected properties shall be allowed free ingress/egress to all buildings, merchants, and parking facilities. Arrangements shall be made to ensure access to deliveries, trash pickup, residential move-in/move-out, and vendor access to the properties/merchants during productions.

d. All commercial businesses must prominently post hours of operation and contact phone numbers, and residential buildings must have a designated contact person authorized to give permission. Special events held by commercial businesses, outside of normal business hours, must also be posted in advance, and production companies must provide full access and visibility during such events.

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4. NOISE, FUMES, AND LIGHTING WITHIN THE DLANC BOUNDARIES

a. Generators, portable toilets or toilet vehicles, and outdoor food preparation using charcoal or gas grills must be a minimum of 50 feet (horizontally) from any residential window or entrance. If it is physically impossible for a generator to be a minimum of 50 feet from residential windows or entrances, the generator shall be placed as far away as possible and vented away from residential windows and entrances. However, under no circumstances shall a generator be placed directly underneath a residential window.

b. Film productions must focus lighting on the filming area only and make every effort to shield the lighting from adjacent properties, pedestrians, and patrons of commercial businesses at all times. Exceptional lighting (e.g., Musco and Bebee lighting) outside of regular filming hours shall not be allowed without a signature survey of the affected merchants and/or property owners. **Signature survey shall be required for Exceptional lighting within the Old Bank District between the hours of 6:00 p.m. and 6:00 a.m.** Under no circumstances shall lighting be directed onto oncoming traffic.

c. Film production companies are required to completely remove all trash, food, and cardboard boxes, etc. from the general vicinity at the end of each filming day. Film production companies will be held responsible for the actions of catering companies they employ to provide food for the cast and crew.

5. SPECIAL REQUESTS AND EXCEPTIONS REVIEW AND NOTIFICATION WITHIN THE DLANC BOUNDARIES

a. Helicopters shall not be granted permits for landing at non-certified helipads before and after approved filming hours. All aerial filming productions must provide upon request a copy of an approved FAA Form 7711-2, or other official waiver, along with a copy of the briefing on the flight operations for all participating persons or property.

b. No film permit shall be construed as a waiver of 14 CFR § 91.119, 14 CFR § 91.515(a) or 14 CFR § 91.303(e), dictating federal flight altitude regulations, for purposes of non-participating persons or property (see attachment).

c. Notification beyond the standard 500-foot radius will be made to affected residents and merchants for high impact activity that is likely to cause interference with adjacent properties of people such as car chases, simulated gun fire, explosions, screams for help and other loud noises, helicopter activity, road closures or other such exceptional activities that might cause a police response to the filming location. High impact filming activity must be preceded by notifications at least two days in advance. The City's Designated Film Permit Contractor or the production company shall consult a designated DLANC representative when an applicant requests a permit for high impact filming activity with less than two days notice.

d. Due to the location of building air intake systems on Lower Grand Avenue, no special effects, including smoke, steam or fog, may occur in that area without first obtaining

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clearance from the appropriate building contacts and maintenance engineers. Contact must be made at least 48 hours prior to the proposed effect(s).

6. FILMING-RELATED CONGESTION WITHIN THE DLANC BOUNDARIES

a. The City's Designated Film Permit Contractor will ensure that the impact from filming at recurrently used locations is minimized to the affected residents and businesses.

b. In rush hour restricted lanes, as designated by LADOT, no Intermittent Traffic Control (ITC) shall be permitted during Rush Hours (7:00 a.m. – 9:00 a.m. and 4:00 p.m. – 7:00 p.m., Monday through Friday). No simultaneous closures or ITC of both the Second and Third Street Tunnels will be permitted.

c. Production companies shall request the posting of "no parking" signs, lane or street closures with LADOT for the day(s) that they are "on site" only. When closures are not necessary for the day(s) requested, production companies shall report the changes to the City's Designated Film Permit Contractor, who shall notify LADOT, who must revise and/or remove parking signs, as necessary.

d. Production companies must provide adequate detour and directional signage when street closures are in place, conforming to current LADOT standards and practices. Detour routes must accommodate large, semi and tractor trailer trucks and public transit vehicles.

7. ENFORCEMENT OF CONDITIONS

a. In accordance with the terms of their work permit issued from LAPD, off-duty or retired police officers must, upon reporting to a work site, review and ensure compliance with conditions outlined on the filming permit. Officers shall ensure compliance with arrival and departure time, and shall not allow any activity or conduct that is in violation of local or state law, nor allow any filming condition that is not authorized by the permit. Variations from the requirements of the permit are not allowed unless approved by an authorized representative of the City's Designated Film Permit Contractor.

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ATTACHMENT

(Note: The following are the most current federal flight altitude regulations as of November 2007. The regulations could change at any time.)

§ 91.119 Minimum safe altitudes: General.

Except when necessary for takeoff or landing, no person may operate an aircraft below the following altitudes:
(a) Anywhere. An altitude allowing, if a power unit fails, an emergency landing without undue hazard to persons or property on the surface.
(b) Over congested areas. Over any congested area of a city, town, or settlement, or over any open air assembly of persons, an altitude of 1,000 feet above the highest obstacle within a horizontal radius of 2,000 feet of the aircraft.
(c) Over other than congested areas. An altitude of 500 feet above the surface, except over open water or sparsely populated areas. In those cases, the aircraft may not be operated closer than 500 feet to any person, vessel, vehicle, or structure.
(d) Helicopters. Helicopters may be operated at less than the minimums prescribed in paragraph (b) or (c) of this section if the operation is conducted without hazard to persons or property on the surface. In addition, each person operating a helicopter shall comply with any routes or altitudes specifically prescribed for helicopters by the Administrator.

§ 91.515 Flight altitude rules.

(a) Notwithstanding §91.119, and except as provided in paragraph (b) of this section, no person may operate an airplane under VFR at less than—
(1) One thousand feet above the surface, or 1,000 feet from any mountain, hill, or other obstruction to flight, for day operations; and
(2) The altitudes prescribed in §91.177, for night operations.

§ 91.303 Aerobatic flight.

No person may operate an aircraft in aerobatic flight—
(a) Over any congested area of a city, town, or settlement;
(b) Over an open air assembly of persons;
(c) Within the lateral boundaries of the surface areas of Class B, Class C, Class D, or Class E airspace designated for an airport;
(d) Within 4 nautical miles of the center line of any Federal airway;
(e) Below an altitude of 1,500 feet above the surface; or
(f) When flight visibility is less than 3 statute miles.

For the purposes of this section, aerobatic flight means an intentional maneuver involving an abrupt change in an aircraft's attitude, an abnormal attitude, or abnormal acceleration, not necessary for normal flight.

[Doc. No. 18834, 54 FR 34308, Aug. 18, 1989, as amended by Amdt. 91– 227, 56 FR 65661, Dec. 17, 1991]

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